

Exhibit 3

**IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT, IN AND FOR PALM BEACH
COUNTY FLORIDA**

IN RE: ESTATE OF ROGER AILES,

Deceased.

PROBATE DIVISION

**CASE NO. 50-2017-CP-003091-MB
SECTION NO.:**

STATEMENT OF CLAIM

(Pending Litigation)

The undersigned hereby presents for filing against the above estate this statement of claim and alleges:

1. The basis for the claim is: sexual harassment and retaliation in violation of New York State Executive Law § 296(1) and New York City Human Rights Law, N.Y.Code § 8-107, and tortious interference with business expectancy, resulting from the deceased Roger Ailes's conduct as alleged in the claimant's New York State Court complaint in a case titled *Andrea Tantaros v. Fox News Network, LLC, et.al.*, Index No. 157054/2016. A true and correct copy of the New York State Court complaint is attached as Exhibit A to this Statement of Claim.

2. The name and address of claimant are:

Andrea Tantaros
c/o
Ekwan E. Rhow, Esq.
BIRD, MARELLA, BOXER, WOLPERT, NESSIM,
DROOKS, LINCENBERG & RHOW, P.C.
1875 Century Park East, 23rd Floor
Los Angeles, California 90067-2561

3. The amount of the claim is to be determined according to proof, plus interest and attorneys' fees.

4. The claim is contingent.

5. The claim is not secured.

**COPY MAILED TO ATTORNEY OF
PERSONAL REPRESENTATIVE**

Feb 05 2018

EM Smith
EM SMITH

Under the penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Executed this 30th day of January, 2018.

/s/ Bruce A. Katzen

Bruce A. Katzen, Esq.

Kluger, Kaplan, Silverman, Katzen & Levine, P.L. Claimant: Andrea Tantaros

201 S. Biscayne Boulevard

Twenty Seventh Floor

Miami, Florida 33131

Florida Bar No. 435627

/s/ Ekwon E. Rhow

Ekwon E. Rhow, Esq. (*pro hac vice* to be applied for)

Kate S. Shin, Esq. (*pro hac vice* to be applied for)

Bird Marella, Boxer, Wolpert, Nessim,

Drooks, Lincenberg & Rhow, P.C.

1875 Century Park East, 23rd Floor

Los Angeles, California 90067-2561

Certificate of Service

I hereby certify that a true and correct copy of the foregoing statement of claim was served by email on this 30th day of January, 2018 on:

Paul Anthony Baldovin
Attorney for Personal Representative
pbaldovin@hodgsonruss.com
Hodgson Russ LLP
440 Royal Palm Way Ste 202
Palm Beach, FL 33480-4142

Executed on 30th day of January, 2018 by:

/s/ Bruce A. Katzen

Bruce A. Katzen, Esq.
Kluger, Kaplan, Silverman, Katzen & Levine, P.L.
201 S. Biscayne Boulevard
Twenty Seventh Floor
Miami, Florida 33131
Florida Bar No. 435627

NOT A CERTIFIED COPY

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
ANDREA TANTAROS,

Plaintiff,

Index No.:

-- against --

COMPLAINT

FOX NEWS NETWORK, LLC, ROGER
AILES, WILLIAM SHINE, DIANNE
BRANDI, IRENA BRIGANTI, and SUZANNE
SCOTT,

Defendants.
-----X

Plaintiff Andrea Tantaros, by her attorneys, Judd Burstein, P.C., complaining of the
Defendants herein, as and for her Complaint, alleges:

INTRODUCTION

1. In 2011, Plaintiff Andrea Tantaros (“Plaintiff” or “Tantaros”), a highly skilled, thoughtful, and polished host and political analyst, signed a contract with Defendant FOX News Network, LLC (“Fox News”) to serve as a regular co-host of the Fox News television show, *The Five*, which aired at the highly desirable time of 5:00 p.m. each weekday. It was a dream job.

2. However, looks were deceiving. Fox News masquerades as defender of traditional family values, but behind the scenes, it operates like a sex-fueled, Playboy Mansion-like cult, steeped in intimidation, indecency, and misogyny.

3. In recent months, other women have finally, and laudably, come forward to reveal Defendant Roger Ailes (“Ailes”) as the sexual predator that he is. However this Complaint is not just about Ailes; it also gives life to the saying that “the fish stinks from the head.” For Ailes did not act alone. He may have been the primary culprit, but his actions were condoned by his most

senior lieutenants, who engaged in a concerted effort to silence Tantaros by threats, humiliation, and retaliation.

4. At the outset of her employment, Tantaros was merely the victim of demeaning conduct, such as being instructed to wear clothes that showed off her legs, and being required to annually pick on-air clothing in the middle of a room without the benefit of even a curtain, thereby forcing her to strip down in front of Fox News wardrobe personnel.

5. However, commencing in the late summer of 2014, Tantaros's tenure at Fox News devolved into a nightmare of sexual harassment by Ailes, Fox News's then-President, and others, followed by retaliation by Ailes and others despite multiple ongoing complaints by Tantaros, her agent, and her entertainment attorney, Joseph J. Cane, Jr. ("Cane"), who continues to represent her. This conduct included:

- a. Ailes asking Tantaros on two occasions, with no success, to "turn around so I can get a good look at you." On information and belief, Ailes's wholly inappropriate requests of Tantaros were part of a pervasive course of conduct on the part of Ailes towards other Fox News female on-air personalities such that his "turn around" requests were generally referred to by Fox News personnel as "the twirl";
- b. On one of the occasions when Tantaros was asked to perform "the twirl," Ailes also asked her to "come over here so I can give you a hug";
- c. On a later occasion, Ailes told Tantaros that she "looked good," and that "I bet you look good in a bikini";
- d. As discussed in much greater detail below, Ailes unsuccessfully sought to ask Tantaros outrageous questions about the sexual relationships of other Fox News

employees, such as whether (i) Fox News Host Greg Gutfeld (“Gutfeld”) was “gay,” (ii) Fox News Contributor Dana Perino (“Perino”) was “a lesbian,” or (iii) Gutfeld and Perino were “sleeping together”; and

- e. Ailes also forced Tantaros to suffer through his demeaning comments about other Fox News employees, such as Ailes’s statement to Tantaros that Fox News host Kimberly Guilfoyle was a “Puerto Rican whore.”

6. In the wake of Tantaros’s rebuffing of Ailes’s sexual harassment and his effort to engage in inappropriate conversations about Fox News employees, Ailes initially retaliated against Tantaros in a host of ways, including:

- a. Removing Tantaros as a host of *The Five*, a very popular program airing weekdays at 5:00 p.m., to *Outnumbered*, a show airing five times a week at the daytime graveyard time of Noon, and then failing to promote or even publicly announce that she had been moved to *Outnumbered*;
- b. On information and belief, directing Defendant Irena Briganti (“Briganti”), the Group Senior Vice President at FOX News Channel & FOX Business Network who is in charge of Fox News’s media relations, to turn Fox News’s widely-reported, vindictive media relations department against Tantaros. This conduct included Briganti:
 - (i) Demonstrably failing to provide media support for Tantaros;
 - (ii) Repeatedly denying all requests by prominent and credible media outlets to interview Tantaros;

- (iii) Enforcing an unspoken -- but very real -- embargo preventing access to Tantaros from other media outlets;
- (iv) Only arranging for, and giving, Tantaros permission to participate in a single interview -- one with Headline and Global News, a website reportedly controlled by Ailes. At this interview, Tantaros was humiliated by the interviewer, who asked outrageous questions concerning, *inter alia*, her breasts -- all while a Fox News media relations staffer stood by and made no effort to intercede or stop these entirely inappropriate questions;
- (v) Repeatedly crafting and placing insulting stories about Tantaros, based upon baseless and malicious leaks about Tantaros from unnamed Fox News sources, in web sites such as TVNewser, BlastingNews.com, and The Cable Gamer, which are widely reported to be financially supported and/or controlled by Fox News; and
- (vi) Posting, or directing the posting of, numerous negative comments about Tantaros from “sock puppet” social media accounts (accounts operated by Fox News’s media relations Department designed to make it appear that they were maintained by persons unrelated to Fox News).

7. Perhaps the most shocking encounter of all was a Spring 2015 meeting between Tantaros and Fox News Senior Executive, Defendant William Shine (“Shine”), during which Tantaros sought relief from Ailes’s sexual harassment and Briganti’s retaliatory media vendetta against her. In response, Shine told Tantaros that Ailes was a “very powerful man” and that Tantaros “needed to let this one go.” Yet, after Ailes was revealed to be a sexual predator and

forced to resign, Shine was promoted to Co-President of Fox News. Shine's inexplicable elevation sends the message that it will be "business as usual" at Fox News when it comes to the treatment of women.

8. As detailed below, when Tantaros refused to follow Shine's instruction and began complaining even more vociferously to Shine, Defendant Dianne Brandi ("Brandi") (Fox News's chief in-house lawyer), and Defendant Suzanne Scott ("Scott") (head of programming at Fox News), the retaliation intensified to the point where, in April 2016, Brandi sent a letter to Tantaros's counsel, Cane, informing him that Tantaros was being removed from appearing on the air based upon the outrageously false and pretextual claim that Tantaros's still unpublished book had been written in violation of Fox News's rules for books authored by Fox News employees. Even more incredibly, Brandi accused Tantaros of manufacturing claims of sexual harassment to deflect attention from Fox News's absurd objections in her book.

9. As a matter of common sense, it is hard to imagine an employer not firing an employee for breaching a material term of her employment agreement and then making false claims of sexual harassment. Yet, here, **Fox News has continued to pay Tantaros her salary in the hope that the fear of losing her income will keep her quiet.**

10. But perhaps even more disturbing is that those ultimately in control of Fox News, Rupert Murdoch and his sons (collectively, the "Murdochs"), are plainly not disturbed by Ailes's conduct and the retaliatory conduct by Fox News senior executives; they are only upset that Ailes was outed. So while Lachlan Murdoch, one of Rupert Murdoch's sons, has claimed that "[t]hroughout this process we have moved quickly and decisively to protect ... [Fox News's]

employees...,” the Murdochs have been misleading the public into believing that they are taking action. In fact, they have done the opposite:

- a. In any responsible company, Ailes’s employment agreement (unless it has a provision permitting him to harass women) would have been terminated for cause, with no further compensation. Instead, on information and belief, the Murdochs gave Ailes a \$40 million going-away present;
- b. Ailes is reportedly still serving as an “advisor” to Rupert Murdoch;
- c. Although a respected law firm, Paul, Weiss, Rifkind, Wharton & Garrison LLP (“Paul Weiss”), has been hired to conduct an internal investigation of Fox News, the results of Paul Weiss’s investigation will not, according to published reports, be made public. Worse still, according to a published report, Paul Weiss has ceased questioning Fox News female employees at the offices of Fox News out of fear that the interviews are being bugged;
- d. There has been no effort to interview Tantaros or, on information and belief, former Fox News employees who surely have pertinent information; and
- e. **Most importantly, the Murdochs have actually rewarded Ailes’s coconspirators by not terminating their employment, and, most egregiously, elevating Shine to the position of Co-President of Fox News.**

PARTIES

11. Plaintiff Tantaros is a resident of New York County, New York. She is a graduate of Lehigh University. While at Fox News, she also served as host of the national radio talk show, *The Andrea Tantaros Show*, while also writing a syndicated column for the New York Daily News.

Throughout her career, she has served in senior communications roles on a number of high-profile political campaigns. She served as press secretary to the Republican leadership in the United States House of Representatives, and was previously a vice president at Sloane & Co., a public affairs firm in Manhattan, where she advised Fortune 500 corporations on crisis management and media strategy.

12. In 2011, Tantaros joined Fox News as one of the original co-hosts of *The Five*. While appearing on *The Five*, the Washington Times published an article stating that “Andrea’s calm, yet reasoned personality mixed with a quick tongue and biting sense of humor make her a powerful presence.”

13. Defendant Fox News is a limited liability company organized under the laws of the State of Delaware. Its principal place of business is located in New York County, New York.

14. Defendant Ailes is a resident of Westchester County, New York. From the commencement of Tantaros’s employment by Fox News until he resigned his employment on or about July 21, 2016, Ailes served as the President of Fox News, and worked at Fox News’s Manhattan offices, where all of the misconduct alleged in this Complaint took place. On information and belief, Ailes was forced to resign by the Murdochs, who control Fox News’s parent, 21st Century Fox, because in the wake of a sexual harassment lawsuit by former Fox News employee Gretchen Carlson, numerous past and present Fox News female employees have come forward with accounts of sexual harassment that are disturbingly similar to Tantaros’s allegations in this case. For example, Rudi Bakhtiar (“Bakhtiar”) has publicly alleged that, when interviewed by Ailes for an on-air position at Fox News, he asked to see her legs, and that, after being hired, she was pressured by management to wear miniskirts on air. Bakhtiar has also publicly alleged that she

was fired by Fox News as retaliation for making a sexual harassment complaint against then Washington, D.C. Bureau Chief Brian Wilson. It has been reported that Megyn Kelly, Fox News's premier female journalist, has told investigators from Paul Weiss that Ailes made unwanted sexual advances toward her about ten years ago, when she was a young correspondent at Fox News. On information and belief, Ailes's avocation as a sexual predator commenced well before he joined Fox News. For example, Shelly Ross has written an article in *The Daily Beast* stating that, when offered a producer's job at NBC by Ailes in 1981, he proposed a "sexual alliance" that would be beneficial to her career. According to Marsha Callahan, Ailes told her in 1967 that he would hire her for *The Mike Douglas Show* if she had sex with him and "a few of my friends." And, as publicly alleged by former Fox News booker Laurie Lhun, Ailes sexually harassed and "psychologically tortured" her for 20 years.

15. On information and belief, Shine is a resident of Nassau or Suffolk County, New York, but works at Fox News's offices in Manhattan, where all of the misconduct at issue alleged in this Complaint took place. From at least 2014 until he was elevated to the position of Co-President of Fox News on August 12, 2016, Shine was employed as Fox News's Senior Executive Vice-President. Shine was Ailes's enforcer. For example, on information and belief, after Rudi Bakhtiar was fired as retaliation for making a sexual harassment complaint, Shine gave false testimony in an arbitration proceeding that Bakhtiar's employment at Fox News had been terminated because of her inadequacies as a journalist. Further, after Donald Trump attacked Megyn Kelly for allegedly treating him unfairly in an August 2015 Republican Presidential Debate, Fox News publicly backed Kelly in the dispute. However, Shine executed Ailes's tactic of playing both sides of the fence by instructing all on-air talent that none of them should defend Kelly against Trump.

16. Plaintiff has no knowledge about where Defendant Brandi resides. However, she works at Fox News's offices in Manhattan, where all of the misconduct at issue alleged in this Complaint took place. From at least 2014 through today, Brandi has been employed as Fox News's Executive Vice President for Executive and Legal Affairs. She serves as the chief in-house lawyer at Fox News.

17. Plaintiff has no knowledge about where Defendant Briganti resides. However, she works at Fox News's offices in Manhattan, where all of the misconduct at issue alleged in this Complaint took place. Commencing in 2013 through today, Briganti has been employed as a Senior Vice President of Fox News with the responsibility of overseeing Fox News's media relations department.

18. Plaintiff has no knowledge about where Defendant Scott resides. However, she works at Fox News's offices in Manhattan, where all of the misconduct at issue alleged in this Complaint took place. Commencing from at least 2014 through today, Scott has been employed as Fox News's Executive Vice President for Programming and Development.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. In 2011, Fox News hired Tantaros to serve as a co-host of a new show -- *The Five* -- airing at 5:00 p.m. each weekday.

20. From the outset of her employment, it became clear to Tantaros that Fox News was defined by a culture of sexism that emanated from Ailes, and was enforced even by some of his female executives. Thus, in 2011 and continuing throughout her entire tenure at Fox News, Tantaros was repeatedly told by various Fox News wardrobe staffers and executives -- male and female -- that she could not wear pants on air because "Roger wants to see your legs."

21. Moreover, it was common practice of Fox News's male executives and on-air talent to openly speak about women in sexualized terms and use repulsive innuendo.

22. In addition, each year Fox News conducts a "trunk show" at which female on-air personalities pick out their wardrobe. Fox News's "trunk show" requires its female employees, including Tantaros, to dress and undress in front of Fox News's wardrobe personnel in the middle of a room without even the benefit of a curtain to act as a dressing room.

23. On or about August 12, 2014, Ailes summoned Tantaros to his office and improperly asked Tantaros whether she hoped to get married and have kids one day. Ailes then started complaining about marriage in general, and also made off-color jokes about being married. In addition, during this meeting, Ailes subjected Tantaros to a host of inappropriate questions and comments about other people working at Fox News, including:

- a. "Is Greg Gutfeld gay?";
- b. "Is Dana [Perino] a lesbian?";
- c. Perhaps Gutfeld and Perino are "sleeping together?";
- d. "Are Kimberly [Guilfoyle] and Eric [Bolling] sleeping together?";
- e. Guilfoyle is "easy";
- f. Shannon Bream's "voice is annoying.";
- g. Referring to Monica Crowley: "If I ever had to go on a date with her, I'd jump out the window.";
- h. Referring to Gretchen Carlson: "She's nuts.";
- i. Referring to Catherine Herridge: "She's a stalker."; and
- j. Referring to Maria Bartiromo: "She got so fat."

Most importantly, Ailes asked Tantaros to turn around “so I can get a good look at you.” Tantaros rebuffed Ailes’s request.

24. Shortly after this meeting, Tantaros was told, without explanation, that she was being moved from *The Five* to another show, *Outnumbered*. The move to *Outnumbered* was a retaliatory demotion because that show is televised each weekday at Noon, and therefore has much fewer viewers and is much less prestigious than *The Five*.

25. Nonetheless, Ailes sent the clear message to Tantaros that her demotion could be reversed if she were receptive to his advances by providing her with a September 2014 employment agreement which referenced her appearing on both *Outnumbered* and *The Five*. Ailes’s message was reinforced by the fact that there was no public announcement of Tantaros’s move to *Outnumbered* -- something that Fox News would have normally publicized to increase the popularity of the show by reason of Tantaros’s following on *The Five*.

26. In the second week of December 2014, Ailes decided to test whether his tactics were working by summoning Tantaros to his office again, where he said to her: “Turn around so I can get a good look at you” and “come over here so I can give you a hug.” Tantaros refused these entreaties. Yet, again, Ailes went on to ask questions and make comments about other Fox News talent that were incredibly offensive and inappropriate. These questions and comments (some which were the same questions he had asked Tantaros in August 2014) included:

- a. “Is Greg Gutfeld gay?”;
- b. “Is Dana [Perino] a lesbian?”;
- c. “Perhaps Gutfeld and Perino are “sleeping together?”;
- d. “Are Kimberly [Guilfoyle] and Eric [Bolling] screwing?”;

- e. Perino “is uptight. You get the feeling that she never lets her hair down, but if she did, she’d be a good time.”
- f. Kimberly Guilfoyle is a “Puerto Rican whore” and a “Puerto Rican street fighter”;
- g. “Harris [Faulkner] has to be careful. She has the tendency to look like the angry black woman.”;

27. Ailes then went on to complain about what a “pain” it was being married, followed by stories of his single days living at the Beverly Hills Hotel.

28. Shortly after her second meeting with Ailes in 2014, members of Briganti’s media relations department started acting in a hostile and aggressive manner towards Tantaros, in essence failing to assist her with attempts to boost her presence on *Outnumbered* and her public image for her and Fox News’s benefit. Tantaros complained to Briganti, who took no action to correct the problem.

29. On February 11, 2015, things escalated when Briganti falsely and aggressively accused Tantaros of leaking a story to the TVNewser website about Tantaros leaving *The Five*. Briganti also told Tantaros during this conversation that “nobody likes you.” The suggestion that Tantaros leaked a story to TVNewser was laughable, because it is common knowledge within the industry that TVNewser was created and controlled by Ailes. Tantaros denied that she had leaked the story, and asked Briganti to produce proof of her claim. Briganti never produced any proof.

30. Instead, on February 13, 2015, TVNewser published an article stating, without attribution, that it had learned that Tantaros “has moved off The Five” With no quote from Tantaros or Fox News putting a positive spin on the move to *Outnumbered*, it looked as though Tantaros had

been demoted. Worse still, the article went out of its way to point out that one of the other hosts of *Outnumbered* was on “maternity leave” -- thereby suggesting that Tantaros was just a fill-in. On information and belief, the story was planted by Briganti. Almost immediately thereafter, Tantaros was no longer included in the promotional materials for *The Five* even though she was still appearing on it at times.

31. The next week, pursuant to Tantaros’s request, Tantaros met with Shine and Scott to address Briganti’s conduct towards her. She told Shine and Scott about Ailes’s improper advances towards her, and expressed her view that Ailes was retaliating against her through Briganti. Shine and Scott told Tantaros that they would investigate her allegations, and get back to her. However, they never raised the issue with her again.

32. At this same meeting, Tantaros also asked why she had been abruptly dropped from all of the promotional materials of *The Five*, both on-air and on Fox News’s website. Scott falsely blamed another Fox News employee, Jeff Misenti. However, Tantaros presented proof to Scott showing that Misenti had acted at Scott’s express direction. Indisputably caught in a lie, Scott refused to speak about the matter.

33. Thereafter, on February 27, 2015, Ailes summoned Tantaros to his office. One would have expected that, after Tantaros’s complaints to Shine and Scott, Ailes’s purpose in summoning her was to apologize and perhaps claim that Tantaros had misinterpreted what he had said at their two prior meetings. To the contrary, Ailes began by referring to an on-air disagreement between Tantaros and Stacey Dash, stating; “I heard you were mean to the black girl.” He then ratcheted up his harassment by telling Tantaros that her body “looked good,” and that “I bet you look good in a bikini.” These comments were followed by Ailes inappropriately questioning Tantaros about why

her relationship with her long-time boyfriend had ended, expressing his baseless and preposterous view that Tantaros had “used” him to represent her in a lawsuit (he is a lawyer), and that Tantaros had “dumped” him when he lost the case. He then told her: “You’re tough. You use men. He didn’t get you what you wanted so you dumped him. Isn’t that what happened?” At this point, Tantaros told Ailes that his line of questioning was inappropriate and unprofessional, as well as predicated on assumptions that were untrue. Nonetheless, Ailes would not stop, telling Tantaros that “I bet you were mean to him.” By this point in time, Tantaros was in tears. However, by virtue of Ailes’s position at Fox News, Tantaros did not believe that she could just leave his office. She finally felt free to leave when, after again telling Ailes how upsetting and unprofessional his conduct was, she told him that she was due on the air in 10 minutes, and that she had already missed her scheduled 11:40 a.m. on air “tease” for *Outnumbered*.

34. The fall-out from her February 2015 meeting with Ailes was swift. No media requests to speak with her were approved by Briganti, or even passed along to her by media relations. She was also told that there would be no promotion of her move to *Outnumbered*, even though she and her agent had been assured that there would be. Notwithstanding numerous requests to Shine and Scott, her appearances on prime-time shows steadily declined, and she was never again permitted to guest host on prime-time or to play a role in Fox News’s coverage of the 2016 Presidential election.

35. Indeed, following her meeting with Ailes, the only media interview that Briganti’s media relations department arranged for Tantaros was an interview with Headline and Global News, which, on information and belief, is a blog that is funded and controlled by Fox News. Tantaros was then shocked by the late April 2015 interview, which included the interviewer asking about her

physical attributes, including questions about her breasts -- all while Fox News media relations staffer Jessica Jensen observed, but did not object. The interviewer also asked Tantaros about anonymous sources who told him that she was "difficult to work with." So not only did Fox News arrange for the smearing and sexual exploitation of Tantaros with this article, Briganti had a Fox News media relations staffer supervise it.

36. Tantaros then complained to Fox News media relations staffer Carly Shanahan, who had set up the interview at Briganti's direction, and asked her to contact the interviewer and have the inappropriate portions of it removed. She did not do so. The May 4, 2015 article that was published in Headline and Global News corroborates Tantaros's account of the offensive nature of the questions asked of her:

She laughs politely at first when I run off a list of Google key words associated with a search of her name - ones that include "hot," "legs," and "bikini" (The latter is a hoax so don't bother looking). But she tenses and frowns slightly when I follow that up by mentioning the frequent description of her online as a "Greek goddess" and the pages and pages of Internet threads spooling out of control about her physical attributes and posing questions like "Does she have a boyfriend, husband or is she divorced?" And others like, "Tantaros or Guilfoyle - who's the hotter Fox brunette?"

37. On or about April 30, 2015, following the interview with Headline and Global News (but before it was published), Tantaros went directly to Shine, telling him that she believed the interview was a "set up" engineered by Ailes through Briganti, to use anonymous sources to create a false storyline that Tantaros was difficult to work with, and to paint her as a sex object rather than as a serious journalist. Tantaros also told Shine about what had transpired in Ailes's office during her August and December 2014, and February 2015, meetings with Ailes, and that she believed she was being targeted by Briganti at Ailes's direction. Shine told Tantaros that he "would look into it and get back to you."

38. A day or two later, Tantaros followed up with Shine to see if he had learned anything about a plan by Ailes to target her. **Shine's response was shocking:** He told Tantaros that Briganti "is like a rabid dog on a chain that we can't control. Sometimes that dog gets off the chain." He then pointed to a magazine cover which had a picture of Ailes on the cover, and said: "You see him? He's a very powerful man. This powerful man has faith in Irena Briganti." He then told Tantaros that she should not "fight this" and that she "needed to let this one go."

39. Thereafter, following the May 4, 2015 publication of its offensive interview of Tantaros, Headline and Global News obsessively tweeted out a link to the story with the headline, "Sean Hannity Has Nice Things to Say about Andrea Tantaros, but Not Everybody Does". It also proceeded to tag all Fox News talent so that they would see the piece. In addition, Briganti's deputy, Carly Shanahan, emailed the story to all Fox News Senior Management -- a highly unusual action by a media relations staffer, and plainly designed to demean Tantaros.

40. In light of what transpired after her meeting with Shine, Tantaros believed that she had no choice but to follow Shine's direction. She also hoped that Shine would at least ensure that Briganti's media relations department would start to assist her again, and stop targeting her at Ailes's direction. Her hopes were in vain, as the deliberate targeting continued and her role at Fox News was continually minimized.

41. In June 2015, Tantaros requested another meeting with Shine, at which she asked Shine if there was a "let's get her" mentality at Fox News, and told him that she "did not feel welcome here." She also explained that she was noticeably being minimized, was still getting next to no support on *Outnumbered* (including promotional assistance), and that she was still a target of

media relations. She pleaded with Shine to “please let me do my job” and to stop the retaliation. But nothing changed.

42. Finally, in July 2015, Tantaros requested a meeting with Ailes, at which she asked him whether she was being “targeted by media relations.” Ailes falsely answered in the negative.

43. Incredibly, even after Ailes was confronted by Tantaros, he was not deterred. On August 4, 2015, as she was walking to a show taping, she saw Ailes, and said a friendly “Hello.” Ailes’s sole response was “We need to get you a tighter dress.”

44. On or about August 18, 2015, former Massachusetts Senator Scott Brown (“Brown”) appeared on *Outnumbered*. Brown made a number of sexually inappropriate comments to Tantaros on set, including, and in a suggestive manner, that Tantaros “would be fun to go to a nightclub with.” After the show was over, Brown snuck up behind Tantaros while she was purchasing lunch and put his hands on her lower waist. She immediately pulled back, telling Brown to “stop.” Tantaros then immediately met with Shine to complain, asking him to ensure that Brown would never be booked on the show again. Shine said that he would talk to Scott. Thereafter, Shine and Scott ignored Tantaros’s complaint, and continued to book Brown on *Outnumbered*.

45. On August 20, 2015, Fox News correspondent John Roberts (“Roberts”) guested on *Outnumbered*. Both on and off air, Roberts made highly inappropriate comments to Tantaros, including “Have you frozen your eggs?” The show’s producers, Jay Soroko and Rachel McEntee, agreed that Roberts had acted inappropriately on and off air, and that Soroko would so inform management. Nonetheless, just as was the case with Brown, Fox News continued to book Roberts on the show.

46. In August 2015, Tantaros's agent called Brandi to discuss Tantaros's complaints about the sexual harassment, hostile workplace, and retaliation she was enduring (specifically the actions of Briganti at Ailes's instruction), the fact that Fox News had ignored all of those complaints, and instead was permitting the misconduct to continue. Tantaros's agent also pointed out to Brandi that Fox News was in breach of its contract with Tantaros because it had not provided Tantaros with the personal assistant mandated by her employment agreement with Fox News. Brandi said she would investigate and report back to the agent, but Brandi never did so.

47. In November 2015, Tantaros's agent called Brandi again to inquire about the issues raised in their prior call, and also to lodge a further complaint that Tantaros's air time had been minimized, including that she had not been permitted to be involved in any broadcasts concerning the 2016 Presidential election. Brandi proposed a meeting with her, Shine, and Tantaros "before the holidays." Despite numerous requests for the meeting by Tantaros and her agent, the meeting never took place as promised. During this call, Brandi told Tantaros's agent that Fox News was "very pleased" with Tantaros and her work.

48. At or around this same time, there was a large increase in negative social media posts about Tantaros. On information and belief, Fox News was the source of these negative comments, by posting them on its numerous "sock puppet" accounts. A "sock puppet" is a fake identity created to promote or tarnish someone through blogs and social networking sites which appear to be independent. It has been widely reported that Fox News maintains a large number of "sock puppet" accounts. On information and belief, media relations was also shopping negative stories about Tantaros, and leaking baseless and harmful information about Tantaros to discredit her and cause reputational harm.

49. In December 2015, Tantaros spoke with Ailes's personal lawyer, Peter Johnson, Jr. ("Johnson"). She told him that she was being retaliated against by Ailes and asked for his help in putting a stop to her persecution. Tantaros gave Johnson a number of examples of the retaliation, including that (a) Briganti was refusing media requests to speak with her, (b) she was being cut out from the opportunity to do any election coverage, (c) her air time in general had been cut back, (d) Briganti was not giving her any public relations or promotional support for *Outnumbered*, and that (e) Briganti was smearing her through the use of friendly media and "sock puppet" accounts. Johnson told Tantaros that he would speak with Ailes over the New Year's holiday. When Tantaros followed up with Johnson in early January 2016, he claimed that Ailes had told him that he had "no issue" with Tantaros. At this point, even though she knew that Ailes and/or Johnson were not telling the truth, Tantaros concluded that further complaints about Ailes would be counter-productive because no one was paying any attention to them, and because, as a matter of common sense, she knew that she would get no relief unless she stopped complaining about Ailes. Therefore, in an effort to clear the air with Ailes, Tantaros requested meetings with him on more than one occasion, but Ailes refused to meet with her.

50. On January 14, 2016, actor Dean Cain ("Cain") appeared on *Outnumbered* and proceeded to inappropriately hug Tantaros (but no other woman) on the set during the *Outnumbered* live webcast. On information and belief, Briganti arranged for a picture of the hug to be tweeted from one of Fox News's "sock puppet" Twitter accounts with the caption: "Things Heating Up Between Andrea Tantaros and Dean Cain." This was plainly designed to further sexualize Tantaros's image.

51. Two days later, on January 16, 2016, there was another Tweet from a “sock puppet” account showing a picture of Tantaros and Geraldo Rivera (“Geraldo”), with the headline: “Andrea Tantaros Turns on Fellow Fox Host -- confronting him on Live TV.” However, the discussion with Geraldo referenced (and it was only the type of heated discussion encouraged by Fox News) had occurred months prior to the tweet, which was plainly designed to falsely convey that the event had just taken place, and that Tantaros had difficulties working with her co-hosts.

52. The following week, Tantaros met with Scott to complain that, after Cain had groped her, Briganti had created a false rumor that she was in a romantic relationship with him, and had then created the false Geraldo story. After Tantaros showed her the relevant tweets, Scott told Tantaros that she would look into it and report back to Tantaros. Scott never did so. When Scott ignored her requests, Tantaros also scheduled a meeting with Brandi to discuss the same concerns. Brandi said she would get back to Tantaros. She too never followed up with Tantaros.

53. Instead, Tantaros was subjected to smear pieces on various media sites known to be controlled or owned by Fox News, as well as constant hostile posts on Fox News “sock puppet” accounts -- all, on information and belief, orchestrated by Briganti, at the direction of Ailes and with the knowledge of Shine and Scott. In addition, notwithstanding her prior complaints about Brown, Roberts, Cain and Ben Collins, another prospective *Outnumbered* guest who had made unwanted sexual advances towards Tantaros, Tantaros learned that each of them had been scheduled to appear with her again on *Outnumbered*.

54. And there was yet another problem that arose: commencing in February 2016, Bill O'Reilly (“O'Reilly”), whom Tantaros had considered to be a good friend and a person from whom she sought career guidance, started sexually harassing her by, *inter alia*, (a) asking her to come to

stay with him on Long Island where it would be “very private,” and (b) telling her on more than one occasion that he could “see [her] as a wild girl,” and that he believed that she had a “wild side.” Fox News did take one action: plainly because of O’Reilly’s rumored prior sexual harassment issues and in recognition of Tantaros’s complaints, Brandi informed Cane that Tantaros would no longer be appearing on O’Reilly’s Fox News show, *The O’Reilly Factor*.

55. At this point, Tantaros scheduled yet another meeting with Scott in an effort to secure some relief, and also sought to schedule a meeting with Brandi to address the harassment, hostile workplace conditions, and retaliation that had been visited upon Tantaros. Brandi responded by telling Tantaros that she wanted to meet with Tantaros, Shine, Scott and Denise Collins (head of Human Resources at Fox News) (“Collins”) in person to address Tantaros’s multiple, unsolved issues and complaints.

56. On information and belief, following this conversation with Brandi, Brandi, at the direction of Ailes, and with the knowledge of Shine and Collins, created a pretext in an effort to make it appear that Tantaros had manufactured her complaints as a defense to a breach of her employment agreement with Fox News.

57. On March 1, 2016, Brandi emailed Tantaros requesting a copy of her soon-to-be published book, “Tied up in Knots.” That email followed a conversation Brandi had had with Tantaros wherein Brandi stated that she had just seen Tantaros mention the book on *Outnumbered*, and that, in violation of Fox News’s book-writing guidelines (“Book Guidelines”), she had never been told that Tantaros was writing a book. This was an outright lie because:

- a. Brandi was informed in November 2013 that Tantaros was writing a book, and indeed, consistent with the Book Guidelines, was provided an outline of the proposed

book. Brandi stated in writing to Tantaros's agent that she had no objection to the outline, and then never asked about the book again until it became necessary to use it as a means to intimidate and punish Tantaros;

- b. Throughout 2015 and 2016, Tantaros and her co-hosts on *Outnumbered* routinely mentioned on-air that she was writing a book. It is absurd to suggest that no one mentioned the book to Brandi, or that she did not see any of these telecasts;
- c. On February 19, 2016, **well before Brandi claimed to have learned about Tantaros's book**, Ainsley Earhardt, the host of *Fox & Friends*, sent Tantaros a text informing her that Brandi had approved Earhardt's request to provide a quote on the book jacket of Tantaros's book; and
- d. Tantaros's book was published by Harper Collins, also owned by Fox News's parent company, and the publisher which Fox News on-air personalities are required to initially offer their books. It is inconceivable that Harper Collins would not have communicated with Fox News about the book during the editing/publication process.

58. Moreover, the notion that the book was a matter of importance to Fox News, as opposed to a convenient weapon for Fox News to use in an effort to silence Tantaros, is belied by the fact that the publication date of Tantaros's book was April 26, 2016. Hence:

- a. Even if Brandi was truthful (which she was not) in claiming that she had not learned about Tantaros's book until on or about March 1, 2016, Fox News took no steps to stop publication of the book over the ensuing two months. Tantaros's employment agreement with Fox News contains a provision allowing Fox News to secure an injunction in the event that Tantaros violated the Book Guidelines. Yet, for the two

months between the date that Brandi has falsely claimed that she first learned about the book, and its publication date of April 26, 2016, Fox News never even threatened to seek injunctive relief, much less actually file a motion to secure such relief.

b. At no time between March 1, 2016 and April 26, 2016, did Brandi ever direct Tantaros to provide her with galleys or a manuscript of the book showing its content. Nor did she ever call Harper Collins to secure a copy. Rather, she sat back and waited until Harper Collins delivered her, at Tantaros's request, a fully bound, ready for sale copy of the book on Wednesday, April 6, 2016.

c. After Brandi received a copy of the book on April 6, 2016, there were still three weeks left before the April 26 publication date. Yet, Fox News did nothing.

59. On April 7, 2016, Tantaros was finally granted an audience, albeit Shine did not deign to appear. By this time, as noted above, Tantaros had been beaten down to the point that she had given up trying to seek redress for Ailes's harassment. She just wanted an end to Briganti's negative media and social media assault, as well as Fox News's insistence upon forcing her to appear with men, such as Brown, Roberts, Cain, and Ben Collins, who acted so inappropriately.

60. The meeting was attended by Tantaros, Brandi, Collins and Fox News's outside counsel. Although her entertainment attorney lawyer, Cane, was permitted to listen in by telephone, Tantaros had no one on her side with her in the room. Tantaros had not insisted upon Cane being present because Brandi had written Cane, stating that he could attend the meeting "only as an observer," and that if he attended, Fox News's outside counsel would be there also "only as an observer and not as a participant." According to Brandi, the purpose of the meeting was only to

follow Fox News's policy by having Brandi and Collins "interview" Tantaros about her allegations. Brandi never suggested that Tantaros's book would be the primary subject of the meeting.

61. Brandi's letter about the role of Cane and Fox News's counsel turned out to be yet another lie. From the start of the meeting until the end, Tantaros was aggressively cross-examined for more than an hour in an extremely hostile manner by Fox News's outside counsel -- the lawyer who, Tantaros and Cane had been told, would be present only as an observer. Incredibly, for more than an hour, Tantaros was cross-examined about the book, its cover (which counsel said was in violation of Book Guidelines) and other issues, with not even a mention of the harassment and retaliatory conduct to which Tantaros had been subjected. When Fox News's counsel finally started -- again in an entirely hostile manner -- his questioning about the harassment and retaliation, Tantaros was exhausted, upset, and convinced that the meeting was nothing more than a "set up" designed to force her into submission. Accordingly, Tantaros stated that she was so upset that she could not continue with the details of her harassment and the retaliation visited upon her -- details which she had already disclosed to Brandi, Shine and Scott. At this point, Cane ended the meeting. Significantly, despite questioning by Tantaros, through her attorney, Cane, during the meeting as to whether Fox News was contending that Tantaros was in breach of her employment agreement, Brandi never claimed that Tantaros was in breach.

62. Thereafter, there was radio silence from Fox News until, on April 25, 2016 -- **the day before the publication date of Tantaros's book and 12 hours before she was slated to appear on *Fox and Friends* to launch the book and embark on a media tour** -- Brandi sent Cane a letter stating that Fox News was invoking the "pay or play" provision found at Paragraph 8 of Tantaros's employment agreement, which allowed Fox News to bar Tantaros from appearing on any Fox News

programming so long as it continued to pay her. However, Brandi's letter made clear that Fox News was going far beyond the exercise of its rights under Paragraph 8, because Brandi's letter informed Cane that, commencing immediately, Tantaros was "barred from entering Fox News's premises anywhere in the world." This latter provision was clearly retaliatory, as nothing in Tantaros's employment agreement permitted Fox News, in the event that Paragraph 8 were invoked, to deprive Tantaros of her right, under Paragraph 3.2 thereof, to a "private office for her exclusive use" or, under Paragraph 3.3, to the personal assistant to which Tantaros was entitled (but which Fox News had never provided).

63. Standing alone, Brandi's April 25, 2016 letter and Fox News's subsequent conduct was nonsensical:

- a. Brandi's letter claimed that Fox News had concluded that Tantaros had not only violated the Book Guidelines, but also that Tantaros had "concocted" a claim of sexual harassment, hostile workplace and retaliation as a defense to her breach of the Book Guidelines. Yet, **Brandi ignored the far more serious allegation that Tantaros had made false accusations of sexual harassment, etc., and claimed that Fox News was invoking Paragraph 8 "solely" because Tantaros had "materially violated" her employment agreement by reason of "authoring and causing a book to be published...."**;
- b. Further, Paragraph 8's "pay or play" provision has nothing to do with a breach by Tantaros of her employment agreement because it requires Fox News to continue paying her when she is off the air "subject to any rights relieving Fox of such obligation." In other words, Fox News's obligation under Paragraph 8 is applicable

only to a situation where Tantaros is taken off the air at a time when she has not materially breached her employment contract;

- c. Hence, if Fox News truly believed that Tantaros had materially breached her employment agreement by reason of her alleged violation of the Book Guidelines, Paragraph 8 would have been irrelevant because Fox News would have had the right under New York law to terminate the agreement and cease paying her;
- d. Moreover, Brandi's letter failed to identify even so much as one material, as opposed to a technical, violation, of the Book Guidelines. Instead of pointing to any substantive portion of the book that Fox News found objectionable, Brandi complained only that there were differences between the book outline submitted to Brandi in 2013 and the book to be published the next day; and
- e. Brandi's only other objection to the book was its cover. However, the Book Guidelines do not give Fox News any approval rights over the cover of Tantaros's book or even require her to show Fox News the cover of the book prior to its publication. Nonetheless, relying upon Section 10 of the Book Guidelines, which provides that any book must be "consistent with [Tantaros's] current image," Brandi falsely claimed that the cover presented Tantaros in a "sexualized and submissive pose" which was "inconsistent with the image of a female host that Fox seeks to project to our audience." The bad faith of this claim is evidenced not only because Brandi's characterization of the cover was absurd, but also by the fact that Kennedy, the host of a program on Fox Business News (a sister broadcast station also then

helmed by Ailes), published a book with a cover showing her naked on top of a horse with a portion of the side of her breast showing.

64. Viewed in a broader context, however, Brandi's letter, albeit written in bad faith, makes sense: it was designed to force Tantaros into submission while encouraging her to keep silent about all of the misconduct she had endured by continuing to pay her salary. No other theory explains:

- a. Why, between March 1, 2016 when, according to Brandi she learned about the book, and April 6, 2016, when she received a book in the form in which it was to be published, Brandi never demanded that Tantaros or Harper Collins provide her the galleys, a manuscript or an advance copy of the book;
- b. Why, between April 6, 2016 and April 25, 2016 (the day before the publication date), Fox News never asked Tantaros or Harper Collins to change the book cover or sought an injunction preventing its publication;
- c. Why Brandi stated in her letter that Tantaros's purported violation of the Book Guidelines was the **sole** reason for Fox News's invocation of Paragraph 8 of Tantaros's employment agreement, when the letter contained the far more serious allegation that Tantaros had "concocted" false accusations of sexual harassment, hostile workplace and retaliation against Ailes, O'Reilly and, among others, Brown -- a former United States Senator; and
- d. Why Fox News did not fire Tantaros for engaging in the conduct of which she was accused by Brandi, but instead continued to pay her salary week after week after week.

65. The timing of the decision to invoke Paragraph 8 was intentionally designed to decimate the sales of Tantaros's book for a host of reasons:

- a. Briganti, on information and belief, almost immediately leaked the decision to take Tantaros off the air to TVNewser -- the same Fox News outlet used to make it appear that Tantaros had been dumped from *The Five* -- which published an article headlined: "Andrea Tantaros Won't Be on Fox News, for Now":

TVNewser got a tip earlier today regarding Tantaros. When we reached out to FNC, they sent us this statement: "Issues have arisen regarding Andrea's contract, and Fox News Channel has determined it best that she take some time off. She is still under contract with the network."

This announcement took the focus off of Tantaros's book at a crucial time, and diminished her stature as an author because she was no longer appearing on the air.

- b. By removing her from the air, Tantaros was denied her contractual right under the Book Guidelines to promote her book on Fox News.
- c. Although she did some initial radio interviews to promote the book, Tantaros had to stop all such promotion because the Book Guidelines prohibited her from appearing on any radio or television programs other than Fox News Channel or Fox Business Network without Fox News's pre-approval. Not only was approval from Fox News not a realistic possibility, the leak to TVNewser made media appearances useless in terms of promoting the book because, as Fox News knew, any interviewer would ignore the book to focus on the reason why Tantaros was no longer appearing on Fox News. In addition, it was obvious to Tantaros that continuing to participate in media promotion of her book without the permission of Fox News would provide Fox News

with an independent, clear-cut reason to terminate her contract on the pretext that she appeared on other media programs without its permission.

66. Fox News's efforts to destroy Tantaros's book were successful. Upon its publication, books sales took off, particularly because it was praised on *The Five* upon its publication. On May 2, 2016, Adam Bellow of Harper Collins wrote Tantaros that the "numbers [of book sales] are amazing". However, the very next day, on May 3, 2016, Bellow sent an email to Tantaros, stating:

We are doing our best but I'm afraid we can't continue to publish your book solely on social media and radio. We are just not seeing significant movement in terms of sales. The plain fact is, we need you back on television. Otherwise, I fear that the book will die on the vine.

Bellow's fear of Tantaros's book "[dying] on the vine" came to pass. Barred from appearing on Fox News Channel, as well as on any other television or radio outlets, sales of the book plummeted.

67. On May 11, 2016, in an effort to further silence Tantaros, Fox News commenced an arbitration against Tantaros which, not surprisingly, was focused upon seeking relief that would bar Tantaros from speaking publicly. Nonetheless, it continued to pay her salary.

68. Thereafter, Fox News proposed a settlement¹ which provided that Tantaros would be paid through the end of the terms of her employment agreement so long as she, *inter alia*:

- a. Provided general releases not just to Fox News, but also to a list of specific individuals which, not surprisingly, included "Dianne Brandi, Denise Collins, Bill Shine, Suzanne Scott, Roger Ailes, ... John Roberts, Scott Brown, [and] Bill O'Reilly....";

¹ Tantaros's allegations about the terms of Fox News's settlement proposal are not offered as evidence that Tantaros was in fact harassed, subjected to a hostile workplace, and/or suffered retaliation. Rather, these allegations are made solely for the purpose of demonstrating that Fox News's expected responses to the allegations herein lack credibility.

- b. Falsely conceded that she had materially breached her employment agreement by reason of her supposed violation of the Book Guidelines (thereby making it appear that Fox News's actions had been proper);
- c. Agreed not to reveal the existence of the settlement agreement;
- d. Agreed that, **even if on her personal computer**, "all emails, memoranda, notes, records, recordings, photos, videos, audio recordings, computer files, papers and other documents made or compiled by her, or that she received or were otherwise available to her during her Fox employment, concerning Fox and/or any of its employees be returned to Fox"²; and
- e. Agreed that she would never even "discuss her experiences with Fox or with any of the Fox Releasees [*e.g.*, Ailes, Brandi and O'Reilly] **from now until forever....**" (Emphasis supplied)

69. Over the ensuing months, as Tantaros was weighing her options, Fox News made it clear that unless she entered into the unfair settlement it had proposed, the drumbeat of attacks on her would increase. Thus, there was a constant stream of reporters calling for confirmation of wholly baseless and slanderous information leaked by unnamed Fox News sources. Each of these ridiculous leaks -- such as that Tantaros was removed from the air because she had been involved in physical altercations with two other women at Fox News -- originated, on information and belief, from Briganti.

² By way of example, this provision was so overbroad that it would have required Tantaros to turn over an email to a relative about whether she had enjoyed a snack that she purchased from a Fox News vending machine.

70. Finally, in early August 2016, Fox News's escalating attacks upon Tantaros left her no choice but to go public, and she gave interviews to New York Magazine and The New York Times, in which she detailed some of the problems that had arisen during her tenure at Fox News. Immediately thereafter, Fox News publicly threatened to fire Tantaros for having spoken out publicly. Further, Ailes directed his attorney to publicly, but falsely, state: "Andrea Tantaros is a talented political commentator whose absence from Fox recently had absolutely nothing to do with Mr. Ailes...." The notion that Ailes, then president of Fox News, "had absolutely nothing to do with" Tantaros being removed from the air is absurd on its face.

71. Following Fox News's commencement of the arbitration against Tantaros, neither Tantaros nor any of her representatives ever acknowledged the existence of the arbitration to any member of the media.

72. On August 9, 2016, the American Arbitration Association sent counsel for Tantaros a letter informing him that there was an August 24, 2016 deadline for Tantaros's response to Fox News's Arbitration Demand.

73. On information and belief, Fox News immediately leaked the fact that Fox News had commenced an arbitration against Tantaros and the date by which Tantaros was required to file her responsive pleading because, the very next day, August 10, 2016, Lloyd Grove, a writer for the *Daily Beast*, sent an email to counsel for Tantaros stating, *inter alia*, that he was "hearing" that Tantaros "has received a notice from the American Arbitration Association that she as 14 days to respond to FNC...."

74. The arbitration provision in Tantaros's employment agreement with Fox News is highly unusual in that it specifically provides that publicly revealing anything about the existence

or course of an arbitration is a material breach of the arbitration provision itself. As such, Fox News's leak of information about the arbitration to Mr. Grove was a material breach of the arbitration provision, and therefore permits Tantaros to proceed in this Court as opposed to in an arbitration.

AS AND FOR A FIRST CAUSE OF ACTION

AGAINST DEFENDANTS FOX NEWS NETWORK, LLC AND ROGER AILES

(Sexual Harassment in Violation of New York State Executive Law § 296(1)(a))

75. Plaintiff repeats and realleges the allegations contained in the foregoing Paragraphs as if fully and completely stated herein.

76. Plaintiff was subjected to unwanted sexual harassment from Ailes based upon her gender.

77. The sexual harassment perpetrated against Plaintiff by Ailes affected a term, condition, and the privileges of her employment.

78. Fox News knew of the sexual harassment perpetrated against Plaintiff, or at a minimum should have known about it, based upon the pervasive atmosphere of sexual harassment of female employees that was tolerated and condoned under Ailes's leadership generally, and the brazenness of Ailes's conduct with respect to Plaintiff.

79. As a result of the illegal conduct perpetrated by Fox News and Ailes, Plaintiff has suffered lost income and mental anguish in an amount to be proven at trial, but in no event less than \$5 million.

AS AND FOR A SECOND CAUSE OF ACTION

AGAINST ALL DEFENDANTS

(Retaliation in Violation of New York State Executive Law § 296(1)(e))

80. Plaintiff repeats and realleges the allegations contained in the foregoing Paragraphs as if fully and completely stated herein.

81. Plaintiff engaged in protected activity by seeking to be protected against unwanted sexual harassment perpetrated against her by Ailes based upon her gender.

82. All Defendants knew that Plaintiff had engaged in protected activity.

83. All Defendants subjected Plaintiff to adverse actions in relation to her employment that was based upon her protected activity.

84. The adverse actions taken against Plaintiff were a direct result of her having engaged in protected activity at Fox News.

85. As a result of the illegal conduct perpetrated by Defendants, Plaintiff has suffered lost income and mental anguish in an amount to be proven at trial, but in no event less than \$5 million.

AS AND FOR A THIRD CAUSE OF ACTION

AGAINST DEFENDANTS FOX NEWS NETWORK, LLC AND ROGER AILES

(Sexual Harassment in Violation of New York City Human Rights Law, New York City, N.Y. Code § 8-107)

86. Plaintiff repeats and realleges the allegations contained in the foregoing Paragraphs as if fully and completely stated herein.

87. Plaintiff was subjected to unwanted sexual harassment from Ailes based upon her gender.

88. The sexual harassment perpetrated against Plaintiff by Ailes affected a term, condition, and the privileges of her employment.

89. Fox News knew of the sexual harassment perpetrated against Plaintiff, or at a minimum should have known, based upon the pervasive atmosphere of sexual harassment of female employees that was tolerated and condoned under Ailes's leadership generally, and the brazenness of Ailes's conduct with respect to Plaintiff.

90. As a result of the illegal conduct perpetrated by Fox News and Ailes, Plaintiff has suffered lost income and mental anguish in an amount to be proven at trial, but in no event less than \$5 million with attorneys' fees.

91. Because Fox News and Ailes acted with malice and reckless indifference to Plaintiff's rights, Plaintiff is entitled to an award of punitive damages in an amount to be determined at trial, but in no event less than \$10 million.

AS AND FOR A FOURTH CAUSE OF ACTION

AGAINST ALL DEFENDANTS

(Retaliation in Violation of New York City Human Rights Law, New York City, N.Y. Code § 8-107)

92. Plaintiff repeats and realleges the allegations contained in the foregoing Paragraphs as if fully and completely stated herein.

93. Plaintiff engaged in protected activity by seeking to be protected against unwanted sexual harassment she was subjected to by Ailes based upon her gender.

94. All Defendants knew that Plaintiff had engaged in protected activity.

95. All Defendants subjected Plaintiff to adverse actions detailed herein in relation to her employment that was based upon her protected activity.

96. The adverse actions taken against Plaintiff were a direct result of her having engaged in protected activity at Fox News and were reasonably likely to deter her from engaging in protected activity.

97. As a result of the illegal conduct perpetrated by Defendants, Plaintiff has suffered lost income and mental anguish in an amount to be proven at trial, but in no event less than \$5 million with attorneys' fees.

98. Because Defendants acted with malice and reckless indifference to Plaintiff's rights, Plaintiff is entitled to an award of punitive damages in an amount to be determined at trial, but in no event less than \$10 million.

AS AND FOR A FIFTH CAUSE OF ACTION

AGAINST ALL DEFENDANTS

(Tortious Interference with Business Expectancy)

99. Plaintiff repeats and realleges the allegations contained in the foregoing Paragraphs as if fully and completely stated herein.

100. Plaintiff had a business relationship with Harper Collins concerning the publication of her book.

101. All Defendants knew of that relationship and intentionally interfered with it.

102. All Defendants acted solely out of malice, or used dishonest, unfair, or wrongful means.

103. Defendants' interference caused injury to Plaintiff's relationship with Harper Collins and damaged her book sales.

104. As a result of Defendants' intentional interference with Plaintiff's business expectancy, Plaintiff has suffered economic loss of anticipated economic benefits in an amount to be proven at trial, but in no event less than \$3 million.

105. Because Defendants' actions were intentional, willful and wanton, Plaintiff is entitled to an award of punitive damages in an amount to be determined at trial, but in no event less than \$6 million.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

A. On her First Cause of Action for Sexual Harassment under New York State Executive Law § 296(1)(a) against Defendants Fox News and Ailes, damages for lost income and mental anguish in an amount to be determined at trial, but in no event less than \$5 million;

B. On her Second Cause of Action for Sexual Harassment under New York State Executive Law § 296(1)(e) against all Defendants, damages for lost income and mental anguish in an amount to be determined at trial, but in no event less than \$5 million;

C. On her Third Cause of Action for Sexual Harassment under New York City Human Rights Law, New York City, N.Y. Code § 8-107, against Defendants Fox News and Ailes, damages for lost income and mental anguish in an amount to be determined at trial, but in no event less than \$5 million with punitive damages of \$10 million and attorneys' fees;

D. On her Fourth Cause of Action for Sexual Harassment under New York City Human Rights Law, New York City, N.Y. Code § 8-107, against all Defendants, damages for lost income and mental anguish in an amount to be determined at trial, but in no event less than \$5 million with punitive damages of \$10 million and attorneys' fees;

E. On her Fifth Cause of Action for Tortious Interference with Business Expectancy against all Defendants, damages in an amount to be determined at trial but in no event less than \$3 million with punitive damages of \$6 million; with

F. Such other and further relief as this Court deems just and proper.

Dated: New York, New York
August 22, 2016

Yours, etc.,

JUDD BURSTEIN, P.C.
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